

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X)	
YVES SAINT LAURENT PARFUMS S.A.)	Civil Action No.
and YSL BEAUTE INC.,)	07 Civ. 3214 (LBS)(HP)
)	
Plaintiffs,)	
)	
- against -)	THIRD PARTY ANSWER
)	
COSTCO WHOLESALE CORPORATION,)	
QUALITY KING DISTRIBUTORS, INC.)	
and J & H COSMETICS, LTD.,)	
)	
Defendants.)	
)	
-----X)	
QUALITY KING FRAGRANCE, INC.,)	
)	
Third Party Plaintiff,)	
)	
-against-)	
)	
J & H COSMETICS, LTD.,)	
)	
Third Party Defendant.)	
)	
-----X)	

Third Party Defendant, J & H COSMETICS, LTD. (hereinafter "J&H"), by its attorneys,
SOMER & HELLER LLP, answering the Third Party Complaint alleges as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph number 1 of the Third Party Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph number 2 of the Third Party Complaint.

3. Admits the allegations contained in paragraph number 3 of the Third Party Complaint.

4. Admits that J&H is engaged in the wholesale purchase and sale of fragrances. The remainder of allegations asserted in paragraph 4 assert conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 4.

5. Denies each and every allegation contained in paragraph 5 of the Third Party Complaint.

6. Paragraph 6 of the Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 6 of the Third Party Complaint, except admits that Plaintiffs purport to invoke jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 and 1367(a).

7. Admits the allegations contained in paragraph number 7 of the Third Party Complaint.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of the Third Party Complaint.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Third Party Complaint as they relate to Quality King Distributors. J&H further denies the allegations of paragraph 9 as they relate to J&H.

10. Denies the allegations contained in paragraph 10 of the Third Party Complaint and specifically denies that the Opium brand perfume at issue in this lawsuit was purchased from J&H.

11. Denies each and every allegation contained in paragraph 11 of the Third Party Complaint.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of the Third Party Complaint.

13. Denies each and every allegation contained in paragraph 13 of the Third Party Complaint.

FIRST CLAIM FOR RELIEF BY QUALITY KING
BREACH OF CONTRACT

14. J&H's responses to paragraphs 1 - 13 are alleged and incorporated by reference as if set forth in full.

15. Admits that J&H sold various quantities of Opium perfume to Quality King Fragrance, Inc. (hereinafter "Quality King") and/or Quality King Distributors, Inc., but denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 of the Third Party Complaint as to whether said products were thereafter sold to Costco; and denies the balance of the allegations in paragraph 15 of the Third Party Complaint and specifically denies that any Opium product sold by J&H was counterfeit.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 of the Third Party Complaint.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17 of the Third Party Complaint.

SECOND CLAIM FOR RELIEF BY QUALITY KING
FEDERAL FALSE DESCRIPTION AND
FALSE DESIGNATION OF ORIGIN IN COMMERCE

18. J&H's responses to paragraphs 1 - 17 are alleged and incorporated by reference as if set forth in full.

19. Paragraph 19 of the Third Party Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 19 of the Third Party Complaint.

20. Denies each and every allegation contained in paragraph 20 of the Third Party Complaint.

THIRD CLAIM FOR RELIEF BY QUALITY KING
FEDERAL FALSE ADVERTISING

21. J&H's responses to paragraphs 1 - 20 are alleged and incorporated by reference as if set forth in full.

22. Paragraph 22 of the Third Party Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 22 of the Third Party Complaint.

23. Denies each and every allegation contained in paragraph 23 of the Third Party Complaint.

FOURTH CLAIM FOR RELIEF BY QUALITY KING
BREACH OF STATUTORY WARRANTY

24. J&H's responses to paragraphs 1 - 23 are alleged and incorporated by reference as if set forth in full.

25. Paragraph 25 of the Third Party Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 25 of the Third Party Complaint.

26. Denies each and every allegation contained in paragraph 26 of the Third Party Complaint.

FIFTH CLAIM FOR RELIEF BY QUALITY KING
EQUITABLE INDEMNITY

27. J&H's responses to paragraphs 1 - 26 are alleged and incorporated by reference as if set forth in full.

28. Denies each and every allegation contained in paragraph 28 of the Third Party Complaint.

29. Denies each and every allegation contained in paragraph 29 of the Third Party Complaint.

30. Denies each and every allegation contained in paragraph 30 of the Third Party Complaint.

31. Denies each and every allegation contained in paragraph 31 of the Third Party Complaint.

32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 32 of the Third Party Complaint.

SIXTH CLAIM FOR RELIEF BY QUALITY KING
EQUITABLE CONTRIBUTION

33. J&H's responses to paragraphs 1 - 32 are alleged and incorporated by reference as if set forth in full.

34. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 34 of the Third Party Complaint.

35. Denies each and every allegation contained in paragraph 35 of the Third Party Complaint.

36. Denies each and every allegation contained in paragraph 36 of the Third Party Complaint.

SEVENTH CLAIM FOR RELIEF BY QUALITY KING
DECLARATORY JUDGMENT

37. J&H's responses to paragraphs 1 - 36 are alleged and incorporated by reference as if set forth in full.

38. Denies each and every allegation contained in paragraph 38 of the Third Party Complaint.

39. Admits the allegations contained in paragraph number 39 of the Third Party Complaint.

40. Paragraph 40 of the Third Party Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 40 of the Third Party Complaint.

41. Denies each and every allegation contained in paragraph 41 of the Third Party Complaint.

EIGHTH CLAIM FOR RELIEF BY QUALITY KING
COMMON LAW UNDER COMPETITION

42. J&H's responses to paragraphs 1 - 41 are alleged and incorporated by reference as if set forth in full.

43. Paragraph 43 of the Third Party Complaint asserts conclusions of law to which no response is required. To the extent that a response is required, J&H denies the allegations of paragraph 43 of the Third Party Complaint.

44. Denies each and every allegation contained in paragraph 44 of the Third Party Complaint.

WHEREFORE, Defendant J & H COSMETICS, LTD demands judgment dismissing the Third Party Complaint in its entirety; and for such other, further and different relief as to this Court seems just and proper.

DATED: December 14, 2007
Commack, New York

Yours, etc.

S/

JEFFREY T. HELLER, ESQ. (JH 2720)
SOMER & HELLER LLP
Attorneys for Defendant J&H
2171 Jericho Turnpike, Suite 350
Commack, New York 11725
631-462-2323

F:\DOCS\CIVIL\SCHMELTZER\Yves Saint Laurent\Answer.3rd Party.wpd